

<b>AWARD/CONTRACT</b>		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 550)		RATING		PAGE OF PAGES 1 52	
2. CONTRACT (Proc. Ident.) NO. EP-W-10-020		3. EFFECTIVE DATE 9/1/2010		4. REQUISITION/PURCHASE REQUEST PROJECT NO. PR-HQ-10-11128			
5. ISSUED BY CODE		6. ADMINISTERED BY (If other than Item 5) CODE					
U.S. Environmental Protection Agency Administrative Contract Service Center (3803R) 1200 Pennsylvania Avenue, N.W. Washington, DC 20460							
7. NAME AND ADDRESS OF CONTRACTOR (No., street, city, county, State and ZIP Code)				8. DELIVERY			
SOLUTIONS BY DESIGN II, LLC 8814 WESTWOOD CENTER DR STE 100 Vienna, VA 22182				[ ] FOB ORIGIN [ ] OTHER (See below)  9. DISCOUNT FOR PROMPT PAYMENT N/A			
CODE		FACILITY CODE		10. SUBMIT INVOICES (4 copies unless otherwise specified) TO THE ADDRESS SHOWN IN:		ITEM 12	
11. SHIP TO MARK FOR CODE		12. PAYMENT WILL BE MADE BY CODE					
		U.S. Environmental Protection Agency RTP-Finance Center (D143-02) 109 T.W. Alexander Drive Durham, NC 27711					
13. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION:				14. ACCOUNTING AND APPROPRIATION DATA			
<input checked="" type="checkbox"/> 40 U.S.C. 2304(c)(1) <input type="checkbox"/> 41 U.S.C. 253(c)(1)				See Accounting and Appropriation data in Section B			
15A. ITEM NO.	15B. SUPPLIES/SERVICES	15C. QUANTITY	15D. UNIT	15E. UNIT PRICE	15F. AMOUNT		
					15G. TOTAL AMOUNT OF CONTRACT \$818,420.13		
16. TABLE OF CONTENTS							
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A	SOLICITATION/CONTRACT FORM		I	CONTRACT CLAUSES			
B	SUPPLIES OR SERVICES AND PRICES/COSTS		PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACH.				
C	DESCRIPTION/SPECS./WORK STATEMENT		J	LIST OF ATTACHMENTS			
D	PACKAGING AND MARKING		PART IV - REPRESENTATIONS AND INSTRUCTIONS				
E	INSPECTION AND ACCEPTANCE		K	REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS			
F	DELIVERIES OR PERFORMANCE		L	INSTRS., CONDS., AND NOTICES TO OFFERORS			
G	CONTRACT ADMINISTRATION DATA		M	EVALUATION FACTORS FOR AWARD			
H	SPECIAL CONTRACT REQUIREMENTS						
CONTRACTING OFFICER WILL COMPLETE ITEM 17 OR 18 AS APPLICABLE							
17. (X) CONTRACTOR'S NEGOTIATED AGREEMENT (Contractor is required to sign this document and return 4 copies to issuing office). Contractor agrees to furnish and deliver all items or perform all the services set forth in the schedule identified above and on any continuation sheets for the consideration stated herein. The rights and obligations of the parties to this contract shall be subject to and governed by the following documents: (a) this contract, (b) solicitation, if any, and (c) such provisions, representations, certifications, and specifications, as are attached or incorporated by reference herein. (Add comments and dates here.)				18. ( ) AWARD (Contractor is not required to sign this document). Your offer on Solicitation Number _____ (including the additions or changes made by you which additions or changes are set forth in full above, is hereby accepted on the terms stated above and on any continuation sheets. This award constitutes the contract which consists of the following documents: (a) the Government's solicitation and your offer, and (b) this award contract. No further contractual document is necessary.			
19A. NAME AND TITLE OF SIGNER (Type or print) Clyde Goldbach Jr. Principal				19B. NAME OF CONTRACTING OFFICER LORRAINE A. LESIEUR			
19C. DATE SIGNED 8/24/2010		19D. UNITED STATES OF AMERICA		19E. DATE SIGNED 8/25/10			
BY (Signature of person authorized to sign)		BY (Signature of Contracting Officer)					

NSN 7540-01-152-8059  
PREVIOUS EDITION UNUSABLE

26-107

STANDARD FORM 26 (REV 4-85)  
Prescribed by GSA  
FAR (48 CFR) 53.214(a)

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**PART I - THE SCHEDULE**

**SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS**

P

DCN	BFYS	FUND	ORG	PRC	SITE/ PROJECT	COST ORG	OBJ CLSS	AMOUNT	/ C
EE0296	10	B	58E9	105A46C	000000000	CO	2505	\$212,976.03	C

**B.1 CONSIDERATION AND PAYMENT -- ITEMIZED FIXED PRICES**

**Base Period**

The fixed-price of this contract is (b)(4) Payment will be made upon delivery and acceptance of required items as follows:

36,000 Telephone calls per year:  
30 Conferences per year:  
4,000 Plaques per year:  
1,000 Kits per year:

(b)(4)

Payment shall be made monthly in arrears for services performed during the preceding month at the monthly fixed-price of (b)(4) for the Base Period. The last payment shall be (b)(4)

**Optional Quantities Calls:**

The contractor shall be paid the following for additional calls in these amounts for the prior 12 months:

1-5,000  
5,001 - 10,000  
10,001 - 15,000  
15,001 - 20,000

(b)(4)

**Optional Quantities Conferences:**

The contractor shall be paid the following for additional conference events in these amounts for the prior 12 months:

1-5  
6-10  
11-15  
16-20

(b)(4)

**Optional Quantities Plaques:**

The contractor shall be paid (b)(4) for each additional plaque over 4,000 per year.

**Optional Quantities Welcome Aboard Kits:**

The contractor shall be paid the following for additional kits in these amounts for the prior 12 months:

1-100  
101-200  
201-300  
301-400

(b)(4)



The Contractor's fixed-price will be adjusted based upon applicable changes to quantities as stated above and in accordance with the Performance Standards as set forth in Attachment I.

**Option Period I:**

The fixed-price of this contract is (b)(4) (inclusive of Base period). Payment will be made upon delivery and acceptance of required items as follows:

24,000 Telephone calls per year:  
30 Conferences per year:  
4,000 Plaques per year:  
1,000 Kits per year:

(b)(4)

Payment shall be made monthly in arrears for services performed during the preceding month at the monthly fixed-price of (b)(4) for Option Period I. The last monthly payment shall be (b)(4)

**Optional Quantities Calls:**

The contractor shall be paid the following for additional calls in these amounts for the prior 12 months:

1-5,000  
5,001 - 10,000  
10,001 - 15,000  
15,001 - 20,000

(b)(4)

**Optional Quantities Conferences:**

The contractor shall be paid the following for additional conference events in these amounts for the prior 12 months:

1-5  
6-10  
11-15  
16-20

(b)(4)

**Optional Quantities Plaques:**

The contractor shall be paid (b)(4) for each additional plaque over 4,000 per year.

**Optional Quantities Welcome Aboard Kits:**

The contractor shall be paid the following for additional kits in these amounts for the prior 12 months:

1-100  
101-200  
201-300  
301-400

(b)(4)

The Contractor's fixed-price will be adjusted based upon applicable changes to quantities as stated above and in accordance with the Performance Standards as set forth in Attachment I.

**Option Period II**

The fixed-price of this contract is (b)(4) (inclusive of previous periods). Payment will be made upon delivery and acceptance of required items as follows:

24,000 Telephone calls per year:  
30 Conferences per year:  
4,000 Plaques per year:  
1,000 Kits per year:

(b)(4)

Payment shall be made monthly in arrears for services performed during the preceding month at the monthly fixed-price of (b)(4) for Option Period II. The last monthly payment shall be (b)(4)

**Optional Quantities Calls:**

The contractor shall be paid the following for additional calls in these amounts for the prior 12 months:

1-5,000  
5,001 - 10,000  
10,001 - 15,000  
15,001 - 20,000

(b)(4)

**Optional Quantities Conferences:**

The contractor shall be paid the following for additional conference events in these amounts for the prior 12 months:

1-5  
6-10  
11-15  
16-20

(b)(4)

**Optional Quantities Plaques:**

The contractor shall be paid (b)(4) for each additional plaque over 4,000 per year.

**Optional Quantities Welcome Aboard Kits:**

The contractor shall be paid the following for additional kits in these amounts for the prior 12 months:

1-100  
101-200  
201-300  
301-400

(b)(4)

The Contractor's fixed-price will be adjusted based upon applicable changes to quantities as stated above and in accordance with the Performance Standards as set forth in Attachment I.

**Option Period III**

The fixed-price of this contract is (b)(4) (inclusive of previous periods). Payment will be made upon delivery and acceptance of required items as follows:

24,000 Telephone calls per year:  
30 Conferences per year:  
4,000 Plaques per year:  
1,000 Kits per year:

(b)(4)

Payment shall be made monthly in arrears for services performed during the preceding month at the monthly fixed-price of (b)(4) for Option Period III.

Optional Quantities Calls:

The contractor shall be paid the following for additional calls in these amounts for the prior 12 months:

1-5,000  
5,001 - 10,000  
10,001 - 15,000  
15,001 - 20,000

(b)(4)

Optional Quantities Conferences:

The contractor shall be paid the following for additional conference events in these amounts for the prior 12 months:

1-5  
6-10  
11-15  
16-20

(b)(4)

Optional Quantities Plaques:

The contractor shall be paid (b)(4) for each additional plaque over 4,000 per year.

Optional Quantities Welcome Aboard Kits:

The contractor shall be paid the following for additional kits in these amounts for the prior 12 months:

1-100  
101-200  
201-300  
301-400

(b)(4)

The Contractor's fixed-price will be adjusted based upon applicable changes to quantities as stated above and in accordance with the Performance Standards as set forth in Attachment I.

Option Period IV:

The fixed-price of this contract is (b)(4) (inclusive of previous periods). Payment will be made upon delivery and acceptance of required items as follows:

24,000 Telephone calls per year:  
30 Conferences per year:  
4,000 Plaques per year:  
1,000 Kits per year:

(b)(4)

Payment shall be made monthly in arrears for services performed during the preceding month at the monthly fixed-price of (b)(4) for Option Period IV. The last monthly payment shall be (b)(4)

Optional Quantities Calls:

The contractor shall be paid the following for additional calls in these amounts for the prior 12 months:

1-5,000  
5,001 - 10,000  
10,001 - 15,000  
15,001 - 20,000

(b)(4)

Optional Quantities Conferences:

The contractor shall be paid the following for additional conference events in these amounts for the prior 12 months:

1-5 (b)(4)

6-10

11-15

16-20

Optional Quantities Plaques:

The contractor shall be paid (b)(4) for each additional plaque over 4,000 per year.

Optional Quantities Welcome Aboard Kits:

The contractor shall be paid the following for additional kits in these amounts for the prior 12 months:

1-100

101-200

201-300

301-400

The Contractor's fixed-price will be adjusted based upon applicable changes to quantities as stated above and in accordance with the Performance Standards as set forth in Attachment I.

## **SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT**

### **C.1 NOTICE REGARDING PROHIBITED CONTRACTOR ACTIVITIES ON ENVIRONMENTAL PROTECTION AGENCY (EPA) CONTRACTS (EP 52.000-000) (NOV 1994)**

The Contractor shall not perform any of the following activities on behalf of EPA in connection with this contract:

1. The actual preparation of Congressional testimony.
2. The interviewing or hiring of individuals for employment at EPA.
3. Developing and/or writing of Position Descriptions and Performance Standards.
4. The actual determination of Agency policy.
5. Participating as a voting member on a Performance Evaluation Board; participating in and/or attending Award Fee meetings.
6. Preparing Award Fee Letters, even under typing services contracts.
7. The actual preparation of Award Fee Plans.
8. The preparation of documents on EPA Letterhead other than routine administrative correspondence.
9. Reviewing vouchers and invoices for the purposes of determining whether costs, hours, and work performed are reasonable.
10. The preparation of Statements of Work, Work Assignments, Technical Direction Documents, Delivery Orders, or any other work issuance document under a contract that the contractor is performing or may perform. Such a work issuance document, prepared by an EPA prime contractor under an EPA prime contract for its subcontractor, is exempt from this prohibition.
11. The actual preparation of responses to audit reports from the Inspector General, General Accounting Office, or other auditing entities.
12. Preparing responses to Congressional correspondence.
13. The actual preparation of responses to Freedom of Information Act requests, other than routine, non-judgmental correspondence.
14. Any contract which authorizes a contractor to represent itself as EPA to outside parties.
15. Conducting administrative hearings.
16. Reviewing findings concerning the eligibility of EPA employees for security clearances.
17. The actual preparation of an office's official budget request.

### **C.2 COMPLIANCE WITH EPA POLICIES FOR INFORMATION RESOURCES MANAGEMENT (EPAAR 1552.211-79) (APR 2006) DEVIATION**

(a) Definition. Information Resources Management (IRM) is defined as any planning, budgeting, organizing, directing, training, promoting, controlling, and managing activities associated with the burden, collection, creation, use and dissemination of information. IRM includes both information itself, and the management of information and related resources such as personnel, equipment, funds, and technology. Examples of these services include but are not limited to the following:

(1) The acquisition, creation, or modification of a computer program or automated data base for delivery to EPA or use by EPA or contractors operating EPA programs.

(2) The analysis of requirements for, study of the feasibility of, evaluation of alternatives for, or design and development of a computer program or automated data base for use by EPA or contractors operating EPA programs.

(3) Services that provide EPA personnel access to or use of computer or word processing equipment, software, or related services.

(4) Services that provide EPA personnel access to or use of: Data communications; electronic messaging services or capabilities; electronic bulletin boards, or other forms of electronic information dissemination; electronic record-keeping; or any other automated information services.

(5) Services that are subject to the Brooks Act of 1965, as amended (Pub. L. 89-306).

(b) General. The Contractor shall perform any IRM related work under this contract in accordance with the IRM policies, standards and procedures set forth in this clause and noted below. Upon receipt of a work request (i.e. delivery order or work assignment), the Contractor shall check this listing of directives (see paragraph (d) for electronic access). The applicable directives for performance of the work request are those in effect on the date of issuance of the work request.

(1) IRM Policies, Standards and Procedures. The 2100 Series (2100-2199) of the Agency's Directive System contains the majority of the Agency's IRM policies, standards and procedures.

(2) Groundwater Program IRM Requirement. A contractor performing any work related to collecting Groundwater data; or developing or enhancing data bases containing Groundwater quality data shall comply with EPA Order 7500.1A - Minimum Set of Data Elements for Groundwater.

(3) Enterprise Architecture (EA). Contractors performing IRM activities on behalf of the Agency shall conform with EPA's Enterprise Architecture as specified in EPA's EA Status Report found on EPA's internet website - <http://www.epa.gov/docs/irmpoli8> .

(4) Earned Value Management (EVM). Contractors performing IRM activities on behalf of the Agency shall conform to EPA's Earned Value Management Systems requirements, shall be in compliance with the ANSI/EIA Standard 748-A, and shall conform to all EPA governing documents associated with EPA's Information Technology (IT) infrastructure. EPA's EVM Procedures, dated December 30, 2004, includes all the requirements for this paragraph and may be found on EPA's internet website - <http://www.epa.gov/docs/irmpoli8> .

(c) Printed Documents. Documents listed in (b)(1) and (b)(2) may be obtained from:

U.S. Environmental Protection Agency  
Office of Administration  
Facilities Management and Services Division  
Distribution Section  
Mail Code: 3204M  
Ariel Rios Building  
1200 Pennsylvania Avenue, N.W.  
Washington, D.C. 20460  
Phone: (202) 564-9629

(d) Electronic Access. A complete listing, including full text, of documents included in the 2100 Series of the Agency's Directive System is maintained on the EPA Public Access Server on the Internet at <http://epa.gov/docs/irmpoli8/>

(End of Clause)

**SECTION D - PACKAGING AND MARKING**

**[For this Contract, there are NO clauses in this Section]**



**SECTION E - INSPECTION AND ACCEPTANCE**

**[For this Contract, there are NO clauses in this Section]**

**SECTION F - DELIVERIES OR PERFORMANCE**

**F.1 NOTICE Listing Contract Clauses Incorporated by Reference**

NOTICE:

The following solicitation provisions and/or contract clauses pertinent to this section are hereby incorporated by reference:

FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

NUMBER	DATE	TITLE
52.242-15	AUG 1989	STOP WORK ORDER

**F.2 PERIOD OF PERFORMANCE (EP 52.212-140) (APR 1984)**

The period of performance of this contract shall be from September 1, 2010 through August 31, 2011 inclusive of all required reports.

## **SECTION G - CONTRACT ADMINISTRATION DATA**

### **G.1 CONTRACT ADMINISTRATION REPRESENTATIVES (EP 52.242-100) (AUG 1984)**

Project Officer(s) for this contract:

Project Officer:

Karen Schneider

Mailing Address:

U.S. EPA Headquarters  
Ariel Rios Building  
1200 Pennsylvania Ave N.W.  
MS: 6202J  
Washington D.C. 20460  
202-343-9752

Contract Specialist(s) responsible for administering this contract:

Administrative Contracting Officer:

Jessica Wilson

Mailing Address:

U.S. EPA Headquarters  
Ariel Rios Building  
1200 Pennsylvania Ave. N.W.  
MS: 3803R  
Washington D.C. 20460  
202-564-2504

### **G.2 CONTRACTOR PERFORMANCE INFORMATION (EPAAR 1552.242-71-DEV) (MAY 2010) DEVIATION**

As prescribed in section 1542.1504, insert the following clause in all applicable solicitations and contracts.

Contractor Performance Information (DEV)

(a) In accordance with Federal Acquisition Regulation (FAR) Subpart 42.15 and EPAAR Deviation 1542.15, past performance evaluations shall be prepared and submitted electronically to the Past Performance Information Retrieval System (PPIRS). The process for submitting evaluation reports to PPIRS shall be through use of the Contractor Performance Assessment Reporting System (CPARS) which has connectivity with PPIRS.

Using CPARS, EPA shall evaluate contractor performance using the following evaluation factors as applicable: Technical (Quality of Product), Product Performance, Systems Engineering, Software Engineering, Logistic Support/Sustainment, Product Assurance, Other Technical Performance, Schedule, Cost Control (Not Applicable for Firm-Fixed Price or Firm-Fixed Price with

Economic Price Adjustment), Management, Management Responsiveness, Subcontract Management, Program Management and Other Management, Other Areas, and Utilization of Small Business.

Each evaluation factor shall be rated in accordance with a five scale rating system: Red/Unsatisfactory, Yellow/Marginal, Green/Satisfactory, Purple/Very Good, and Dark Blue/Exceptional, N/A = Not Applicable. Plus or minus signs may be used to indicate an improving (+) or worsening (-) trend insufficient to change assessment status.

(b) The contractor shall designate representatives to whom the evaluations will be sent automatically and electronically. The name, title, e-mail address and phone number of the designated contractor representative shall be provided to the contracting officer who will, in turn, provide that information to their CPARS Focal Point administrator for authorization access. Any changes in designated contractor personnel shall be the sole responsibility of the contractor to inform the contracting officer and the CPARS Focal Point.

The contractor has thirty (30) calendar days from the date of the contractor's receipt of the Report to review and provide a response to the contracting officer regarding the contents of the Report. The response shall be sent through CPARS.

The contractor's response to the Report may include written comments, rebuttals (disagreements), or additional information. If the contractor does not respond to the Report within the designated thirty (30) calendar days, the specified ratings in the Report are deemed appropriate for the evaluation period. In this instance, the contracting officer shall complete the Agency review and finalize the evaluation in CPARS after expiration of the specified 30 calendar days.

If the contractor submits comments, rebuttals (disagreements), or additional information to the contracting officer which contests the ratings, the contracting officer, in consultation with the contract level contracting officer's representative and/or applicable official, shall initially try to resolve the disagreement with the contractor.

If the disagreement is not resolved between the contractor and the contracting officer, the matter will be referred, as promptly as possible, to the Reviewing Official (an official at least one level above the contracting officer or contract specialist) for resolution.

The Agency Reviewing Official shall record a determination in CPARS. The ultimate conclusion on the performance evaluation is a decision of the EPA.

The contracting officer shall complete the Agency review and finalize the evaluation in CPARS after the contracting officer receives the Agency Reviewing Official's determination.

An interim or final report is considered completed after the contracting officer finalizes the evaluation in CPARS.

(end of clause)

### **G.3 GOVERNMENT-FURNISHED PROPERTY (EP 52.245-120) (SEP 1994)**

(a) The Government will provide the following item(s) of Government property to the Contractor for use in the performance of this contract. This property shall be used and maintained by the Contractor in accordance with provisions of the "Government Property" clause.

#### **9 TRADE SHOW EXHIBIT BOOTHS**

(b) This contract incorporates the "EPA Contract Property Administration Requirements" dated June 20, 1994, provided below.

#### **EPA CONTRACT PROPERTY ADMINISTRATION REQUIREMENTS (6/20/94)**

**PURPOSE.** The purpose of this document is to provide the Environmental Protection Agency's (EPA) requirements for the control of Government property in the hands of its contractors. These requirements are in addition to the minimum requirements contained in the Government property clause of the contract and the applicable provisions of the Federal Acquisition Regulation (FAR) Subpart 45.5. These EPA specific requirements were previously detailed in the EPA Contractor's Guide for the Control of Government Property which is no longer effective.

**PROPERTY COORDINATOR.** EPA has established Contract Property Coordinating Offices at each of the three major procurement activities within the Agency: Headquarters; Research Triangle Park, N.C.; and Cincinnati, Ohio. These offices contain Contract Property Coordinators (CPCs) who will function primarily at coordinators between EPA and the Defense Contract Management Command (DCMC), who serves as the Property Administrator (PA) under Agency contracts, on the resolution of general policy issues regarding the administration of Government property. Additionally, CPCs serve as the point of contact on two matters described later in this document: (1) authorizing submission of the detailed inventory report in an electronic format, and (2) the screening of items reported as excess. Except as specified under FAR Subpart 45.5, the PA will serve as the point of contact on all other matters of property management.

**REPORT OF GOVERNMENT PROPERTY.** In accordance with FAR 45.505-14, EPA requires an annual summary report by contract of Government property with an acquisition cost of more than \$1,000 in the contractor's possession as of September 30. Additionally, EPA requires the submission of two other reports, both pertaining to EPA property in the contractor's possession by contract as of September 30, whether owned or leased for more than 60 days, with an acquisition cost of more than \$1,000.

The first report is a detailed annual inventory report covering all property in the contractor's possession. The second report is an annual acquisition report including all property acquired since the last acquisition report. Previously, EPA required EPA Form 1730-1 to be submitted each time an item of property with an acquisition cost of more than \$1,000 was acquired. Because of the new requirement for an annual acquisition report, this is no longer required.

Except as provided below, two (2) copies each of the referenced reports shall be submitted to the PA by October 31.

The contractor may use DD Form 1662 for the annual summary report. If authorized by the CPC, the contractor may submit the detailed inventory report

in an electronic format. If the detailed inventory report is electronically submitted, only one hard copy of the report is required.

For EPA contracts, the contractor is required to maintain, at a minimum, the following data elements unless otherwise approved by the PA. Those marked with a (1) must be included in the EPA annual detailed inventory report and those marked with a (2) must be included in the EPA annual acquisition report:

For Government Owned Property:

- (1),(2) EPA Identification Number (if supplied)
- (1),(2) Contractor Identification Number (if assigned)
- (1),(2) Description
- (1),(2) Manufacturer
- (1),(2) Model
- (1),(2) Serial Number
- (1),(2) Acquisition Date
- (1),(2) Acquisition Cost
- (1),(2) Acquisition Document Number
- (1),(2) Account Number
- (1),(2) Superfund (Yes/No)
- Maintenance Cost
- Condition Code (as shown in Federal Property Management Regulations)
- Location
- (1),(2) Contract Number

For Property Leased Over 60 days:

- (1),(2) EPA Identification Number (if supplied)
- (1),(2) Contractor Identification Number (if assigned)
- (1),(2) Description
- (1),(2) Manufacturer
- (1),(2) Model
- (1),(2) Serial Number
- (1),(2) Beginning Date of Lease
- (1),(2) Projected End Date of Lease
- (1),(2) Lease Cost per month
- (1),(2) Total Purchase Credits to Date
- (1),(2) Acquisition Document Number
- (1),(2) Account Number
- (1),(2) Superfund (Yes/No)

TRANSFERS. When the contractor receives Government furnished property (GFP), the contractor should receive from the transferor all of the minimum data elements required for the annual inventory submission except location. Normally, this information is provided on the Property Receipt and Transfer Document (EPA 1700-7) or equivalent. In other cases, this information may be included in the basic contract or modification thereof, authorizing the GFP. If this information has not been obtained by the time of receipt of the property, the contractor must request it from the Project Officer (PO). Upon return of the property to EPA, the same data must be provided to the PO on EPA form 1700-7 or equivalent.

EXCESS. The contractor will identify under-utilized property and ask the PO to verify that the items are excess to the contract. If directed by the Project Officer, the contractor will report the items as excess to the Contracting Officer, and the CPC for screening by EPA. The items may be

reported in writing or by EPA's electronic mail system. After the appropriate internal screening period (45 days for written and 30 days for electronic), the contractor will report the excess property to DCMC on the appropriate inventory schedule form in FAR 45.606-5. CLEARLY INDICATE ON THE SCHEDULE WHEN SUPERFUND PROPERTY IS BEING REPORTED. The CPC may authorize concurrent internal screening and reporting to the CPC and PA if necessitated by time constraints or the type and condition of the items.

SUPERFUND. If non-expendable items are identified as Superfund property by the PO, the contractor must physically mark each item as Superfund property and identify them as Superfund property in the official EPA records.

MOTOR VEHICLES. Contractors with Government motor vehicles are required to submit to the EPA, Facilities Management and Services Division (FMSD); Transportation Management Section 3204; Ariel Rios Building; 1200 Pennsylvania Avenue, N.W.; Washington, DC 20460, a master record report, a status change report and an annual operating summary report for each vehicle in their possession. Instructions from FMSD on the completion of these reports will be provided after the approval for acquisition of the vehicle.

LOSS DAMAGE AND DESTRUCTION (LDD) Contractors are required to maintain records of all LDD. All suspected thefts and other LDD over \$1000 must be promptly reported to the PA. The records of all LDD under \$1,000 (except suspected thefts) will be reviewed during the PA's periodic analysis of the contractors property control system.

## **SECTION H - SPECIAL CONTRACT REQUIREMENTS**

### **H.1 DISPLAY OF EPA OFFICE OF INSPECTOR GENERAL HOTLINE POSTER (EPAAR 1552.203-71) (AUG 2000) DEVIATION**

(a) For EPA contracts valued at \$1,000,000 or more including all contract options, the contractor shall prominently display EPA Office of Inspector General Hotline posters in contractor facilities where the work is performed under the contract.

(b) Office of Inspector General hotline posters may be obtained from the EPA Office of Inspector General, ATTN: OIG Hotline (2443), 1200 Pennsylvania Avenue, NW, Washington, DC 20460, or by calling 1-888-546-8740.

(c) The Contractor need not comply with paragraph (a) of this clause if it has established a mechanism, such as a hotline, by which employees may report suspected instances of improper conduct, and provided instructions that encourage employees to make such reports.

### **H.2 PRINTING (EPAAR 1552.208-70) (DEC 2005)**

#### **(a) Definitions.**

"Printing" is the process of composition, plate making, presswork, binding and microform; or the end items produced by such processes and equipment. Printing services include newsletter production and periodicals which are prohibited under EPA contracts.

"Composition" applies to the setting of type by hot-metal casting, photo typesetting, or electronic character generating devices for the purpose of producing camera copy, negatives, a plate or image to be used in the production of printing or microform.

"Camera copy" (or "camera-ready copy") is a final document suitable for printing/duplication.

"Desktop Publishing" is a method of composition using computers with the final output or generation of camera copy done by a color inkjet or color laser printer. This is not considered "printing." However, if the output from desktop publishing is being sent to a typesetting device (i.e., Linotronic) with camera copy being produced in either paper or negative format, these services are considered "printing".

"Microform" is any product produced in a miniaturized image format, for mass or general distribution and as a substitute for conventionally printed material. Microform services are classified as printing services and includes microfiche and microfilm. The contractor may make up to two sets of microform files for archival purposes at the end of the contract period of performance.

"Duplication" means the making of copies on photocopy machines employing electrostatic, thermal, or other processes without using an intermediary such as a negative or plate.

"Requirement" means an individual photocopying task. (There may be multiple requirements under a Work Assignment or Delivery Order. Each requirement would be subject to the photocopying limitation of 5,000 copies of one page or 25,000 copies of multiple pages in the aggregate per requirement).

"Incidental" means a draft and/or proofed document (not a final document) that is not prohibited from printing under EPA contracts.



*(b) Prohibition.*

(1) The contractor shall not engage in, nor subcontract for, any printing in connection with the performance of work under this contract. Duplication of more than 5,000 copies of one page or more than 25,000 copies of multiple pages in the aggregate per requirement constitutes printing. The intent of the limitation is eliminate duplication of final documents.

(2) In compliance with EPA Order 2200.4a, EPA Publication Review Procedure, the Office of Communications, Education, and Media Relations is responsible for the review of materials generated under a contract published or issued by the Agency under a contract intended for release to the public.

*(c) Affirmative Requirements.*

(1) Unless otherwise directed by the contracting officer, the contractor shall use double-sided copying to produce any progress report, draft report or final report.

(2) Unless otherwise directed by the contracting officer, the contractor shall use recycled paper for reports delivered to the Agency which meet the minimum content standards for paper and paper products as set forth in EPA's Web site for the Comprehensive Procurement Guidelines at: <http://www.epa.gov/cpg/>.

*(d) Permitted Contractor Activities.*

(1) The prohibitions contained in paragraph (b) do not preclude writing, editing, or preparing manuscript copy, or preparing related illustrative material to a final document (camera-ready copy) using desktop publishing.

(2) The contractor may perform a requirement involving the duplication of less than 5,000 copies of only one page, or less than 25,000 copies of multiple pages in the aggregate, using one color (black), such pages shall not exceed the maximum image size of 10 3/4 by 14 1/4 inches, or 11 by 17 paper stock. Duplication services below these thresholds are not considered printing. If performance of the contract will require duplication in excess of these thresholds, contractors must immediately notify the contracting officer in writing. The contracting officer must obtain a waiver from the U. S. Congress Joint Committee on Printing if it is deemed appropriate to exceed the duplication thresholds. Duplication services of "incidentals" in excess of the thresholds, are allowable.

(3) The contractor may perform a requirement involving the multi-color duplication of no more than 100 pages in the aggregate using color copier technology, such pages shall not exceed the maximum image size of 10 3/4 by 14 1/4 inches, or 11 by 17 paper stock. Duplication services below these thresholds are not considered printing. If performance of the contract will require duplication in excess of these limits, contractors must immediately notify the contracting officer in writing. The contracting officer must obtain a waiver from the U. S. Congress Joint Committee on Printing.

(4) The contractor may perform the duplication of no more than a total of 100 diskettes or CD-ROM's. Duplication services below these thresholds are not considered printing. If performance of the contract will require duplication in excess of these thresholds, contractors must immediately notify the contracting officer in writing. The contracting officer must obtain a waiver from the U. S. Congress Joint Committee on Printing.

*(e) Violations.*

The contractor may not engage in, nor subcontract for, any printing in

connection with the performance of work under the contract. The cost of any printing services in violation of this clause will be disallowed, or not accepted by the Government.

(f) *Flowdown Provision.*

The contractor shall include in each subcontract which may involve a requirement for any printing/duplicating/copying a provision substantially the same as this clause.

**H.3 ORGANIZATIONAL CONFLICTS OF INTEREST (EPAAR 1552.209-71) (MAY 1994)  
ALTERNATE I (MAY 1994)**

(a) The Contractor warrants that, to the best of the Contractor's knowledge and belief, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest, as defined in FAR Subpart 9.5, or that the Contractor has disclosed all such relevant information.

(b) Prior to commencement of any work, the Contractor agrees to notify the Contracting Officer immediately that, to the best of its knowledge and belief, no actual or potential conflict of interest exists or to identify to the Contracting Officer any actual or potential conflict of interest the firm may have. In emergency situations, however, work may begin but notification shall be made within five (5) working days.

(c) The Contractor agrees that if an actual or potential organizational conflict of interest is identified during performance, the Contractor will immediately make a full disclosure in writing to the Contracting Officer. This disclosure shall include a description of actions which the Contractor has taken or proposes to take, after consultation with the Contracting Officer, to avoid, mitigate, or neutralize the actual or potential conflict of interest. The Contractor shall continue performance until notified by the Contracting Officer of any contrary action to be taken.

(d) Remedies - The EPA may terminate this contract for convenience, in whole or in part, if it deems such termination necessary to avoid an organizational conflict of interest. If the Contractor was aware of a potential organizational conflict of interest prior to award or discovered an actual or potential conflict after award and did not disclose it or misrepresented relevant information to the Contracting Officer, the Government may terminate the contract for default, debar the Contractor from Government contracting, or pursue such other remedies as may be permitted by law or this contract.

(e) The Contractor agrees to insert in each subcontract or consultant agreement placed hereunder provisions which shall conform substantially to the language of this clause, including this paragraph, unless otherwise authorized by the Contracting Officer.

**H.4 NOTIFICATION OF CONFLICTS OF INTEREST REGARDING PERSONNEL (EPAAR 1552.209-73) (MAY 1994) ALTERNATE I (JUN 1994) DEVIATION**

(a) In addition to the requirements of the contract clause entitled "Organizational Conflicts of Interest," the following provisions with regard to employee personnel performing under this contract shall apply until the earlier of the following two dates: the termination date of the affected

employee(s) or the expiration date of the contract.

(b) The Contractor agrees to notify immediately the EPA Project Officer and the Contracting Officer of (1) any actual or potential personal conflict of interest with regard to any of its employees working on or having access to information regarding this contract, or (2) any such conflicts concerning subcontractor employees or consultants working on or having access to information regarding this contract, when such conflicts have been reported to the Contractor. A personal conflict of interest is defined as a relationship of an employee, subcontractor employee, or consultant with an entity that may impair the objectivity of the employee, subcontractor employee, or consultant in performing the contract work.

(c) The Contractor agrees to notify each Project Officer and Contracting Officer prior to incurring costs for that employee's work when an employee may have a personal conflict of interest. In the event that the personal conflict of interest does not become known until after performance on the contract begins, the Contractor shall immediately notify the Contracting Officer of the personal conflict of interest. The Contractor shall continue performance of this contract until notified by the Contracting Officer of the appropriate action to be taken.

(d) The Contractor agrees to insert in any subcontract or consultant agreement placed hereunder provisions which shall conform substantially to the language of this clause, including this paragraph (d), unless otherwise authorized by the Contracting Officer.

**H.5 OPTION TO EXTEND THE TERM OF THE CONTRACT-- FIXED PRICE (EPAAR 1552.217-77) (OCT 2000)**

The Government has the option to extend the term of this contract for 4 (four) additional period(s). If more than 60 days remain in the contract period of performance, the Government, without prior written notification, may exercise this option by issuing a contract modification. To exercise this option within the last 60 days of the period of performance, the Government must provide to the Contractor written notification prior to that last 60 day period. This preliminary notification does not commit the Government to exercising the option. Use of an option will result in the following contract modifications:

(a) The "Period of Performance" clause will be amended as follows to cover the Base and Option Periods:

<u>Period</u>	<u>Start date</u>	<u>End date</u>
OPTION PERIOD I	September 1, 2011	August 31, 2012
OPTION PERIOD II	September 1, 2012	August 31, 2013
OPTION PERIOD III	September 1, 2013	August 31, 2014
OPTION PERIOD IV	September 1, 2014	August 31, 2015

(b) During the option period(s) the Contractor shall provide the services described below:

Services in accordance with the PERFORMANCE WORK STATEMENT

(c) The "Consideration and Payment" clause will be amended to reflect increased fixed prices for each option period as follows:

<u>Fixed price</u>	<u>Option period</u>
(b)(4)	Option period I
	Option period II
	Option period III
	Option period IV

**H.6 SCREENING BUSINESS INFORMATION FOR CLAIMS OF CONFIDENTIALITY (EPAAR 1552.235-70) (APR 1984)**

(a) Whenever collecting information under this contract, the Contractor agrees to comply with the following requirements:

(1) If the Contractor collects information from public sources, such as books, reports, journals, periodicals, public records, or other sources that are available to the public without restriction, the Contractor shall submit a list of these sources to the appropriate program office at the time the information is initially submitted to EPA. The Contractor shall identify the information according to source.

(2) If the Contractor collects information from a State or local Government or from a Federal agency, the Contractor shall submit a list of these sources to the appropriate program office at the time the information is initially submitted to EPA. The Contractor shall identify the information according to source.

(3) If the Contractor collects information directly from a business or from a source that represents a business or businesses, such as a trade association:

(i) Before asking for the information, the Contractor shall identify itself, explain that it is performing contractual work for the Environmental Protection Agency, identify the information that it is seeking to collect, explain what will be done with the information, and give the following notice:

(A) You may, if you desire, assert a business confidentiality claim covering part or all of the information. If you do assert a claim, the information will be disclosed by EPA only to the extent, and by means of the procedures, set forth in 40 CFR Part 2, Subpart B.

(B) If no such claim is made at the time this information is received by the Contractor, it may be made available to the public by the Environmental Protection Agency without further notice to you.

(C) The Contractor shall, in accordance with FAR Part 9, execute a written agreement regarding the limitations of the use of this information and forward a copy of the agreement to the Contracting Officer.

(ii) Upon receiving the information, the Contractor shall make a written notation that the notice set out above was given to the source, by whom, in what form, and on what date.

(iii) At the time the Contractor initially submits the information to the appropriate program office, the Contractor shall submit a list of these sources, identify the information according to source, and indicate whether the source made any confidentiality claim and the nature and extent of the claim.

(b) The Contractor shall keep all information collected from nonpublic sources confidential in accordance with the clause in this contract entitled "Treatment of Confidential Business Information" as if it had been furnished to the Contractor by EPA.

(c) The Contractor agrees to obtain the written consent of the Contracting Officer, after a written determination by the appropriate program office, prior to entering into any subcontract that will require the subcontractor to collect information. The Contractor agrees to include this clause, including this paragraph (c), and the clause entitled "Treatment of Confidential Business Information" in all subcontracts awarded pursuant to this contract that require the subcontractor to collect information.

#### **H.7 TREATMENT OF CONFIDENTIAL BUSINESS INFORMATION (EPAAR 1552.235-71) (APR 1984)**

(a) The Contracting Officer, after a written determination by the appropriate program office, may disclose confidential business information (CBI) to the Contractor necessary to carry out the work required under this contract. The Contractor agrees to use the CBI only under the following conditions:

(1) The Contractor and Contractor's employees shall: (i) use the CBI only for the purposes of carrying out the work required by the contract; (ii) not disclose the information to anyone other than properly cleared EPA employees without the prior written approval of the Assistant General Counsel for Contracts and Information Law; and (iii) return to the Contracting Officer all copies of the information, and any abstracts or excerpts therefrom, upon request by the Contracting Officer, whenever the information is no longer required by the Contractor for the performance of the work required by the contract, or upon completion of the contract.

(2) The Contractor shall obtain a written agreement to honor the above limitations from each of the Contractor's employees who will have access to the information before the employee is allowed access.

(3) The Contractor agrees that these contract conditions concerning the use and disclosure of CBI are included for the benefit of, and shall be enforceable by, both EPA and any affected businesses having a proprietary interest in the information.

(4) The Contractor shall not use any CBI supplied by EPA or obtained during performance hereunder to compete with any business to which the CBI relates.

(b) The Contractor agrees to obtain the written consent of the CO, after a written determination by the appropriate program office, prior to entering into any subcontract that will involve the disclosure of CBI by the Contractor

to the subcontractor. The Contractor agrees to include this clause, including this paragraph (b), in all subcontracts awarded pursuant to this contract that require the furnishing of CBI to the subcontractor.

**H.8 RELEASE OF CONTRACTOR CONFIDENTIAL BUSINESS INFORMATION (EPAAR 1552.235-79) (APR 1996)**

(a) The Environmental Protection Agency (EPA) may find it necessary to release information submitted by the Contractor either in response to this solicitation or pursuant to the provisions of this contract, to individuals not employed by EPA. Business information that is ordinarily entitled to confidential treatment under existing Agency regulations (40 C.F.R. Part 2) may be included in the information released to these individuals. Accordingly, by submission of this proposal or signature on this contract or other contracts, the Contractor hereby consents to a limited release of its confidential business information (CBI).

(b) Possible circumstances where the Agency may release the Contractor's CBI include, but are not limited to the following:

(1) To other Agency contractors tasked with assisting the Agency in the recovery of Federal funds expended pursuant to the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. Sec. 9607, as amended, (CERCLA or Superfund);

(2) To the U.S. Department of Justice (DOJ) and contractors employed by DOJ for use in advising the Agency and representing the Agency in procedures for the recovery of Superfund expenditures;

(3) To parties liable, or potentially liable, for costs under CERCLA Sec. 107 (42 U.S.C. Sec. 9607), et al, and their insurers (Potentially Responsible Parties) for purposes of facilitating settlement or litigation of claims against such parties;

(4) To other Agency contractors who, for purposes of performing the work required under the respective contracts, require access to information the Agency obtained under the Clean Air Act (42 U.S.C. 7401 et seq.); the Federal Water Pollution Control Act (33 U.S.C.1251 et seq.); the Safe Drinking Water Act (42 U.S.C. 300f et seq.); the Federal Insecticide, Fungicide and Rodenticide Act (7 U.S.C. 136 et seq.); the Resource Conservation and Recovery Act (42 U.S.C. 6901 et seq.); the Toxic Substances Control Act (15 U.S.C. 2601 et seq.); or the Comprehensive Environmental Response, Compensation, and Liability Act (42 U.S.C. 9601 et seq.);

(5) To other Agency contractors tasked with assisting the Agency in handling and processing information and documents in the administration of Agency contracts, such as providing both preaward and post award audit support and specialized technical support to the Agency's technical evaluation panels;

(6) To employees of grantees working at EPA under the Senior Environmental Employment (SEE) Program;

(7) To Speaker of the House, President of the Senate, or Chairman of a Committee or Subcommittee;

(8) To entities such as the General Accounting Office, boards of contract appeals, and the Courts in the resolution of solicitation or contract protests and disputes;



(9) To Agency contractor employees engaged in information systems analysis, development, operation, and maintenance, including performing data processing and management functions for the Agency; and

(10) Pursuant to a court order or court-supervised agreement.

(c) The Agency recognizes an obligation to protect the contractor from competitive harm that may result from the release of such information to a competitor. (See also the clauses in this document entitled "Screening Business Information for Claims of Confidentiality" and "Treatment of Confidential Business Information.") Except where otherwise provided by law, the Agency will permit the release of CBI under subparagraphs (1), (3), (4), (5), (6), or (9) only pursuant to a confidentiality agreement.

(d) With respect to contractors, 1552.235-71 will be used as the confidentiality agreement. With respect to Potentially Responsible Parties, such confidentiality agreements may permit further disclosure to other entities where necessary to further settlement or litigation of claims under CERCLA. Such entities include, but are not limited to accounting firms and technical experts able to analyze the information, provided that they also agree to be bound by an appropriate confidentiality agreement.

(e) This clause does not authorize the Agency to release the Contractor's CBI to the public pursuant to a request filed under the Freedom of Information Act.

(f) The Contractor agrees to include this clause, including this paragraph (f), in all subcontracts at all levels awarded pursuant to this contract that require the furnishing of confidential business information by the subcontractor.

#### **H.9 PAPERWORK REDUCTION ACT (EPAAR 1552.237-75) (APR 1984)**

If it is established at award or subsequently becomes a contractual requirement to collect identical information from ten (10) or more public respondents, the Paperwork Reduction Act of 1980, 44 U.S.C. 3501 et seq. applies. In that event, the Contractor shall not take any action to solicit information from any of the public respondents until notified in writing by the Contracting Officer that the required Office of Management and Budget (OMB) final clearance was received.

#### **H.10 GOVERNMENT - CONTRACTOR RELATIONS (JUN 99) (EPAAR 1552.237-76) (JUN 1999)**

(a) The Government and the Contractor understand and agree that the services to be delivered under this contract by the contractor to the Government are non-personal services and the parties recognize and agree that no employer-employee relation-ship exists or will exist under the contract between the Government and the Contractor's personnel. It is, therefore, in the best interest of the Government to afford both parties a full understanding of their respective obligations.

(b) Contractor personnel under this contract shall not:

(1) Be placed in a position where they are under the supervision, direction, or evaluation of a Government employee.

(2) Be placed in a position of command, supervision, administration or control over Government personnel, or over personnel of other Contractors under other EPA contracts, or become a part of the Government organization.

(3) Be used in administration or supervision of Government procurement activities.

(C) Employee Relationship:

(1) The services to be performed under this contract do not require the Contractor or his/her personnel to exercise personal judgment and discretion on behalf of the Government. Rather the Contractor's personnel will act and exercise personal judgment and discretion on behalf of the Contractor.

(2) Rules, regulations, directives, and requirements that are issued by the U.S. Environmental Protection Agency under its responsibility for good order, administration, and security are applicable to all personnel who enter the Government installation or who travel on Government transportation. This is not to be construed or interpreted to establish any degree of Government control that is inconsistent with a non-personal services contract.

(d) Inapplicability of Employee Benefits: This contract does not create an employer-employee relationship. Accordingly, entitlements and benefits applicable to such relationships do not apply.

(1) Payments by the Government under this contract are not subject to Federal income tax withholdings.

(2) Payments by the Government under this contract are not subject to the Federal Insurance Contributions Act.

(3) The Contractor is not entitled to unemployment compensation benefits under the Social Security Act, as amended, by virtue of performance of this contract.

(4) The Contractor is not entitled to workman's compensation benefits by virtue of this contract.

(5) The entire consideration and benefits to the Contractor for performance of this contract is contained in the provisions for payment under this contract.

(e) Notice. It is the Contractor's, as well as, the Government's responsibility to monitor contract activities and notify the Contracting Officer if the Contractor believes that the intent of this clause has been or may be violated.

(1) The Contractor should notify the Contracting Officer in writing promptly, within **5 (five)** calendar days from the date of any incident that the Contractor considers to constitute a violation of this clause. The notice should include the date, nature and circumstance of the conduct, the name, function and activity of each Government employee or Contractor official or employee involved or knowledgeable about such conduct, identify any documents or substance of any oral communication involved in the conduct, and the estimate in time by which the Government must respond to this notice to minimize cost, delay or disruption of performance.

(2) The Contracting Officer will promptly, within **10 (ten)** calendar



days after receipt of notice, respond to the notice in writing. In responding, the Contracting Officer will either:

(i) confirm that the conduct is in violation and when necessary direct the mode of further performance,

(ii) countermand any communication regarded as a violation,

(iii) deny that the conduct constitutes a violation and when necessary direct the mode of further performance; or

(iv) in the event the notice is inadequate to make a decision, advise the Contractor what additional information is required, and establish the date by which it should be furnished by the Contractor and the date thereafter by which the Government will respond.

#### **H.11 REHABILITATION ACT NOTICE (EPAAR 1552.239-70) (OCT 2000)**

(a) EPA has a legal obligation under the Rehabilitation Act of 1973, 29 U.S.C. 791, to provide reasonable accommodation to persons with disabilities who wish to attend EPA programs and activities. Under this contract, the contractor may be required to provide support in connection with EPA programs and activities, including conferences, symposia, workshops, meetings, etc. In such cases, the contractor shall, as applicable, include in its draft and final meeting announcements (or similar documents) the following notice:

*It is EPA's policy to make reasonable accommodation to persons with disabilities wishing to participate in the agency's programs and activities, pursuant to the Rehabilitation Act of 1973, 29 U.S.C. 791. Any request for accommodation should be made to the specified registration contact for a particular program or activity, preferably one month in advance of the registration deadline, so that EPA will have sufficient time to process the request.*

(b) Upon receipt of such a request for accommodation, the contractor shall immediately forward the request to the EPA contracting officer, and provide a copy to the appropriate EPA program office. The contractor may be required to provide any accommodation that EPA may approve. However, in no instance shall the contractor proceed to provide an accommodation prior to receiving written authorization from the contracting officer.

(c) The contractor shall insert in each subcontract or consultant agreement placed hereunder provisions that shall conform substantially to the language of this clause, including this paragraph, unless otherwise authorized by the contracting officer.

#### **H.12 ELECTRONIC SIGNATURES (EP-S 00-01) (SEP 2000)**

As authorized by the current EPA Procurement Policy Notice on Electronic Signatures (see URL<<http://www.epa.gov/oam/ptod/>> for latest version), the Government and Contractor agree to accept each other's electronic signature on documents transmitted electronically under this contract. All electronically signed documents must be reproducible in a human-intelligible form and clearly indicate: (1) that the document was electronically signed, (2) who signed the document, (3) the title of the electronic signer, and (4) the date and time it was signed. The parties shall not deny the legal effect, validity, or enforceability of the records containing electronic signatures they transmit

and receive on the ground that such records, including the signature(s), are in electronic form.

The receipt date and time of any record shall be the date and time the record is received at the EPA external Lotus Notes Gateway. In the event either party experiences a major system failure which renders the ability to transmit electronic signatures inoperable for more than one business day, the party experiencing the system failure must promptly notify the other party by telephone or by facsimile. While the system is inoperable, the parties may exchange records by facsimile transmissions, with signed originals and copies sent by surface mail or delivered by hand.

The following types of documents shall be issued as signed, paper originals only. [List types of documents, or insert "None."]

**NONE**

At the request of either party, the other party shall provide a duplicate paper original, with a handwritten signature, of the following types of documents. [List types of documents, or insert "None."]

**NONE**

Each party agrees that it will promptly notify the other party of any unauthorized access to, or loss or destruction of electronic records sent or received. Depending on the seriousness of the lapse in computer system security, the contracting officer may modify or suspend the contractor's authorization to use electronic signatures.

## PART II - CONTRACT CLAUSES

### SECTION I - CONTRACT CLAUSES

#### I.1 NOTICE Listing Contract Clauses Incorporated by Reference

##### NOTICE:

The following solicitation provisions and/or contract clauses pertinent to this section are hereby incorporated by reference:

##### FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

NUMBER	DATE	TITLE
52.202-1	JUL 2004	DEFINITIONS
52.203-3	APR 1984	GRATUITIES
52.203-5	APR 1984	COVENANT AGAINST CONTINGENT FEES
52.203-6	SEP 2006	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT
52.203-7	JUL 1995	ANTI-KICKBACK PROCEDURES
52.203-8	JAN 1997	CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY
52.203-10	JAN 1997	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY
52.203-12	SEP 2007	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS
52.204-4	AUG 2000	PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER
52.204-7	APR 2008	CENTRAL CONTRACTOR REGISTRATION (APR 2008)
52.204-9	SEP 2007	PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL
52.204-10	SEP 2007	REPORTING SUBCONTRACT AWARDS
52.209-6	SEP 2006	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (SEP 2006)
-52.215-2	MAR 2009	AUDIT AND RECORDS--NEGOTIATION
-52.215-17	OCT 1997	WAIVER OF FACILITIES CAPITAL COST OF MONEY
52.219-4	JUL 2005	NOTICE OF PRICE EVALUATION PREFERENCE FOR HUBZONE SMALL BUSINESS CONCERNS
52.219-8	MAY 2004	UTILIZATION OF SMALL BUSINESS CONCERNS
52.219-9	SEP 2009	SMALL BUSINESS SUBCONTRACTING PLAN
-52.219-14	DEC 1996	LIMITATIONS ON SUBCONTRACTING
52.219-16	JAN 1999	LIQUIDATED DAMAGES--SUBCONTRACTING PLAN
52.222-3	JUN 2003	CONVICT LABOR
52.222-26	MAR 2007	EQUAL OPPORTUNITY (MAR 2007)
52.222-35	SEP 2006	EQUAL OPPORTUNITY FOR SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS (SEP 2006)
52.222-36	JUN 1998	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES
52.222-37	SEP 2006	EMPLOYMENT REPORTS ON SPECIAL DISABLED

		VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS (SEP 2006)
-- 52.222-43	SEP 2009	FAIR LABOR STANDARDS ACT AND SERVICE CONTRACT ACT - PRICE ADJUSTMENT (MULTIPLE YEAR AND OPTION CONTRACTS) (NOV 2006)
52.222-50	FEB 2009	COMBATING TRAFFICKING IN PERSONS
52.222-54	JAN 2009	EMPLOYMENT ELIGIBILITY VERIFICATION
52.223-6	MAY 2001	DRUG-FREE WORKPLACE
-- 52.223-14	AUG 2003	TOXIC CHEMICAL RELEASE REPORTING
52.225-13	JUN 2008	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES
-- 52.226-5	OCT 2009	RESTRICTIONS ON SUBCONTRACTING OUTSIDE DISASTER OR EMERGENCY AREA
-- 52.227-1	DEC 2007	AUTHORIZATION AND CONSENT
-- 52.227-2	DEC 2007	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT
-- 52.229-3	APR 2003	FEDERAL, STATE, AND LOCAL TAXES
52.232-1	APR 1984	PAYMENTS
-- 52.232-8	FEB 2002	DISCOUNTS FOR PROMPT PAYMENT
-- 52.232-11	APR 1984	EXTRAS
-- 52.232-16	APR 2003	PROGRESS PAYMENTS ALTERNATE I (MAR 2000)
52.232-17	OCT 2008	INTEREST
52.232-25	OCT 2008	PROMPT PAYMENT
52.232-34	MAY 1999	PAYMENT BY ELECTRONIC FUNDS TRANSFER--OTHER THAN CENTRAL CONTRACTOR REGISTRATION
52.233-1	JUL 2002	DISPUTES ALTERNATE I (DEC 1991)
52.233-3	AUG 1996	PROTEST AFTER AWARD
52.233-4	OCT 2004	APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM
52.237-3	JAN 1991	CONTINUITY OF SERVICES
52.242-13	JUL 1995	BANKRUPTCY
52.243-1	AUG 1987	CHANGES--FIXED-PRICE
52.243-1	AUG 1987	CHANGES--FIXED-PRICE ALTERNATE III (APR 1984)
-- 52.244-2	JUN 2007	SUBCONTRACTS (JUNE 2007)
52.246-25	FEB 1997	LIMITATION OF LIABILITY--SERVICES
-- 52.249-4	APR 1984	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (SERVICES) (SHORT FORM)
-- 52.249-8	APR 1984	DEFAULT (FIXED-PRICE SUPPLY AND SERVICE)
52.253-1	JAN 1991	COMPUTER GENERATED FORMS

**I.2 POST-AWARD SMALL BUSINESS PROGRAM REREPRESENTATION (FAR 52.219-28) (APR 2009) DEVIATION**

(a) Definitions. As used in this clause--

*Long-term contract* means a contract of more than five years in duration, including options. However, the term does not include contracts that exceed five years in duration because the period of performance has been extended for a cumulative period not to exceed six months under the clause at 52.217-8, Option to Extend Services, or other appropriate authority.

*Small business concern* means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR part 121 and the size standard in paragraph (c) of this clause. Such a concern is "not dominant in its field of operation" when it does not exercise a controlling or major influence on a national basis in a kind of business activity in which a number of business concerns are primarily engaged. In determining whether dominance exists, consideration

shall be given to all appropriate factors, including volume of business, number of employees, financial resources, competitive status or position, ownership or control of materials, processes, patents, license agreements, facilities, sales territory, and nature of business activity.

(b) If the Contractor represented that it was a small business concern prior to award of this contract, the Contractor shall rerepresent its size status according to paragraph (e) of this clause or, if applicable, paragraph (g) of this clause, upon the occurrence of any of the following:

(1) Within 30 days after execution of a novation agreement or within 30 days after modification of the contract to include this clause, if the novation agreement was executed prior to inclusion of this clause in the contract.

(2) Within 30 days after a merger or acquisition that does not require a novation or within 30 days after modification of the contract to include this clause, if the merger or acquisition occurred prior to inclusion of this clause in the contract.

(3) For long-term contracts-

(i) Within 60 to 120 days prior to the end of the fifth year of the contract; and

(ii) Within 60 to 120 days prior to the date specified in the contract for exercising any option thereafter.

(c) The Contractor shall rerepresent its size status in accordance with the size standard in effect at the time of this rerepresentation that corresponds to the North American Industry Classification System (NAICS) code assigned to this contract. The small business size standard corresponding to this NAICS code can be found at <http://www.sba.gov/services/contractingopportunities/sizestandardstopics/>.

(d) The small business size standard for a Contractor providing a product which it does not manufacture itself, for a contract other than a construction or service contract, is 500 employees.

(e) Except as provided in paragraph (g) of this clause, the Contractor shall make the rerepresentation required by paragraph (b) of this clause by validating or updating all its representations in the Online Representations and Certifications Application and its data in the Central Contractor Registration, as necessary, to ensure that they reflect the Contractor's current status. The Contractor shall notify the contracting office in writing within the timeframes specified in paragraph (b) of this clause that the data have been validated or updated, and provide the date of the validation or update.


(f) If the Contractor represented that it was other than a small business concern prior to award of this contract, the Contractor may, but is not required to, take the actions required by paragraphs (e) or (g) of this clause.

(g) If the Contractor does not have representations and certifications in ORCA, or does not have a representation in ORCA for the NAICS code applicable to this contract, the Contractor is required to complete the following rerepresentation and submit it to the contracting office, along with the contract number and the date on which the rerepresentation was completed:

**The Contractor represents that it ☒ is, ☐ is not a small business**

concern under NAICS Code 519190 assigned to contract number ZP-W-10-020.

[Contractor to sign and date and insert authorized signer's name and title].

Clyde W. Goldbach, Jr. Principal  


**I.3 PROHIBITION OF SEGREGATED FACILITIES (FAR 52.222-21) (FEB 1999)**

(a) "Segregated facilities," as used in this clause, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees, that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, sex, or national origin because of written or oral policies or employee custom. The term does not include separate or single-user rest rooms or necessary dressing or sleeping areas provided to assure privacy between the sexes.

(b) The Contractor agrees that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The Contractor agrees that a breach of this clause is a violation of the Equal Opportunity clause in this contract.

(c) The Contractor shall include this clause in every subcontract and purchase order that is subject to the Equal Opportunity clause of this contract.

**I.4 SUBCONTRACTS FOR COMMERCIAL ITEMS (FAR 52.244-6) (DEC 2009) DEVIATION**

(a) *Definitions.* As used in this clause--

"Commercial item" has the meaning contained in Federal Acquisition Regulation 2.101, Definitions.

"Subcontract" includes a transfer of commercial items between divisions, subsidiaries, or affiliates of the Contractor or subcontractor at any tier.

(b) To the maximum extent practicable, the Contractor shall incorporate, and require its subcontractors at all tiers to incorporate, commercial items or nondevelopmental items as components of items to be supplied under this contract.

(c)(1) The Contractor shall insert the following clauses in subcontracts for commercial items:

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (DEC 2008) (Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note), the contract exceeds \$5,000,000 and has a performance period of more than 120 days. In altering this clause to identify the appropriate parties, all disclosures of violation of the civil False Claims Act or of Federal criminal law shall be directed to the agency Office of the Inspector General, with a copy to the Contracting Officer.

(ii) 52.203-15, Whistleblower Protections Under the American Recovery and Reinvestment Act of 2009 (Section 1553 of Pub. L. 111- 5), if the subcontract is funded under the Recovery Act.

(iii) 52.219-8, Utilization of Small Business Concerns (May 2004) (15 U.S.C. 637(d)(2) and (3)), if the subcontract offers further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceed \$550,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(iv) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).

(v) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Sep 2006) (38 U.S.C. 4212(a));

(vi) 52.222-36, Affirmative Action for Workers with Disabilities (Jun 1998) (29 U.S.C. 793).

(vii) [RESERVED]

(viii) 52.222-50, Combating Trafficking in Persons (FEB 2009) (22 U.S.C. 7104(g)).

(ix) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (FEB 2006) (46 U.S.C. App. 1241 and 10 U.S.C. 2631), if flow down is required in accordance with paragraph (d) of FAR clause 52.247-64).

(2) While not required, the Contractor may flow down to subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(d) The Contractor shall include the terms of this clause, including this paragraph (d), in subcontracts awarded under this contract.

#### **I.5 CLAUSES INCORPORATED BY REFERENCE (FAR 52.252-2) (FEB 1998)**

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<http://www.arnet.gov/far/>

<http://www.acquisition.gov/far/index/html>

#### **I.6 AUTHORIZED DEVIATIONS IN CLAUSES (FAR 52.252-6) (APR 1984)**

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of "DEVIATION" after the date of the clause.

(b) The use in this solicitation or contract of any Environmental Protection Agency (48 CFR Chapter 15) clause with an authorized deviation is indicated by the addition of "DEVIATION" after the name of the regulation.



**PART III - LIST OF DOCUMENTS, EXHIBITS, AND OTHER ATTACHMENTS**

**SECTION J - LIST OF ATTACHMENTS**

**J.1 LIST OF ATTACHMENTS (EP 52.252-100) (APR 1984)**

Attachment I: Performance Work Statement

Attachment II: SBA 8(a) Requirements

**PART IV - REPRESENTATIONS AND INSTRUCTIONS**

**SECTION K - REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS**

**K.1 Reference Statement**

The Representations, Certifications, and other Statements of Offerers completed by the contractor as part of the response to the RFP PR-HQ-10-11128 are incorporated into this contract by reference.

ATTACHMENT 1

PERFORMANCE WORK STATEMENT

**Attachment 1**  
**Performance Work Statement (PWS)**  
**Energy STAR Hotline and Distribution Support**

**BACKGROUND**

ENERGY STAR is a joint program of the U.S. Environmental Protection Agency (EPA) and the U.S. Department of Energy helping to save money and protect the environment through energy efficient products and practices.

In 1992 EPA introduced ENERGY STAR as a voluntary labeling program designed to identify and promote energy-efficient products to reduce greenhouse gas emissions. Computers and monitors were the first labeled products. Through 1995, EPA expanded the label to additional office equipment products and residential heating and cooling equipment. The ENERGY STAR label is now on more than 60 products including major appliances, office equipment, lighting, home electronics, and more. EPA has also extended the label to cover new homes and commercial and industrial buildings.

Through its partnerships with more than 17,000 private and public sector organizations, ENERGY STAR delivers the technical information and tools that organizations and consumers need to choose energy-efficient solutions and best management practices.

ENERGY STAR provides a trustworthy label for consumers. These products deliver the same or better performance as comparable models while using less energy and saving money. ENERGY STAR also provides easy-to-use home and building assessment tools so that homeowners and building managers can start down the path to greater efficiency and cost savings.

The ENERGY STAR website and Hotline are the public face of ENERGY STAR, and as such they are both critical components of ENERGY STAR's success.

The ENERGY STAR Hotline Contractor shall perform the following tasks:

<b>Task</b>	<b>Estimated Quantity</b>
Respond to calls, email, and letters from the public by providing accurate and timely answers. It is anticipated that the Hotline will receive, on	3,000 per month

average, 3,000 inquiries per month                      Stats from previous 3 years is below.  
during months where tax credits are  
offered. If the majority of tax credits  
expire as planned at the end of 2010,  
calls per month are expected to drop to  
2,000 per month.

Provide support for conferences and  
trade shows including the storage,    30 events per year  
management and upkeep of booths and  
equipment, and shipping conference  
materials.

Provide support for mailing out ENERGY    4,000 per year  
STAR building plaques.  
Commercial and Industrial Welcome Aboard Packages                      1,000 kits per year

Submit a monthly report.    Once per month

Hotline	2007 Subtotal	2008 Subtotal	2009 Subtotal
Total Calls/Emails	21,759	22,909	33,309
Mnthly Ave Calls/Emails	1,813	1,909	2,776
Booth Sent	23	22	38
Plaques Sent	1,509	3,240	3,968

## **GENERAL REQUIREMENTS**

### **A. Hours of Operation**

The Contractor shall operate the Hotline, Monday through Friday, from 9:00 a.m. to 5:00 p.m ET, excluding all Federal holidays except Veteran's Day. The Hotline shall remain open on Veteran's Day and shall be closed the day after Thanksgiving. Hotline staff shall be available during the above core hours to personally receive and respond to telephone calls, emails, and letters. The Contractor shall maintain a voice message system during off-hours that appropriately notifies callers that the Hotline is closed and they should call back during regular business hours. **Currently, the hotline does not allow callers to leave message for a call back, but we may want to allow this option in the future.**

## **B. Telephone Service**

The Contractor shall provide and maintain a telephone system that allows efficient access to the Hotline for all callers throughout the United States and the international community. The telephone system shall provide adequate lines to support all incoming telephone inquiries and provide automatic call distribution. The Contractor shall provide outgoing lines, but shall use the Government provided domestic long distance service, FTS 2000. The Government will also provide access to an international long distance carrier. The telephone system shall be capable of providing statistics on phone usage to include: number of calls received and answered, number of times all lines were busy, length of call, time waiting in queue, and abandoned calls while on hold. The telephone system shall reliably produce and maintain records which are sufficient to evaluate performance criteria including hourly, daily, weekly and monthly telephone statistics. The system shall be compatible with all telephone services paid for by the Government, including Government provided telephone lines and the FTS 2000 service. All systems and services must be reviewed and approved by the EPA Telecommunications Office and the Contracting Officer prior to acquisition.

The Contractor shall use FTS 2000 telephone service in accordance with EPA's Office of Information and Resources Management Policy Manual 2100, dated 12/21/94, Chapter 7, ATelecommunications@ for outbound domestic service. The Contractor will coordinate with EPA's FTS 2000 business office that will produce monthly reports on traffic analysis to the Hotline. EPA provided FTS 2000 services shall be used for the conduct of official government business only.

## **C. Facilities and Equipment**

The Contractor shall provide the facility to house the Hotline. The facility must be on-site or within 40 miles of CPPD Headquarters, 1310 L St., NW, Washington, DC 20005, and where the existing telephone number can be maintained.

The Hotline has a toll free number, 1-888-STAR-YES (1-888-782-7937).

## **D. Personnel**

The Contractor shall provide necessary personnel to support the estimated call and email volume, the distribution of the ENERGY STAR plaques, and the ENERGY STAR booth. The Contractor shall ensure that all personnel assigned to work on this contract are qualified to perform the tasks outlined in this PWS. Technical staff shall be properly trained to provide timely, accurate, complete, and courteous responses using clear English. At least one staffer must be capable of communicating proficiently (both written and oral) in Spanish. All Hotline staff shall identify themselves at all times (both verbally and in writing) as Contractor personnel.

## **E. Training Materials**

In order to properly answer Hotline calls, the Contractor shall train Hotline staff on ENERGY STAR. The ENERGY STAR web site and FAQs will serve as the primary source of material. Technical staff shall remain up-to-date on program status and emerging program and technical issues.

#### **F. Performance Based**

This is a Performance Based contract. See Appendix A for the Performance Standards.

#### **TASK**

##### **TASK 1. ADMINISTRATIVE MANAGEMENT**

For the duration of this contract, routine administrative tasks will be performed by the Contractor, including the preparation and review of Invoices/Progress Reports, budget analysis and management, and general work management.

##### **TASK 2. COMMUNICATIONS AND MEETINGS**

The Contractor shall communicate as necessary with the EPA Contracting Officer's Representative (COR) or EPA Task Manager (TM) in order to properly execute the tasks of this Statement of Work. The Contractor shall attend meetings and conference calls to obtain up-to-date information on program status and emerging program and technical issues as necessary. Most day-to-day communication will be done by phone and e-mail. In-person meetings will be held as needed.

##### **TASK 3. MAINTAIN ENERGY STAR HOTLINE**

The Contractor shall provide timely, accurate, and courteous responses to telephone, e-mail, and letter inquiries for information concerning ENERGY STAR. Responses shall be given directly by phone, through call-backs after researching answers, or by transferring callers to appropriate EPA or Contractor representatives.

Currently EPA/CPPD purchases, through a central EPA contract, Right Now software for our Frequently Asked Question (FAQ) database ([www.energystar.gov/faqs](http://www.energystar.gov/faqs)), and to track responses to email questions. It is working quite well. If contractor proposes to use another system, the costs and benefits must be justified. If Contractor uses the Right Now software to track email questions, they will receive 10 user accounts. The Contractor must use its own system to track phone calls.

Contractor shall:

- Respond to all callers or emailers with at least a preliminary response

within 24 hours.

- Possess a thorough understanding of ENERGY STAR's Web content and direct people to the Web for more information. ENERGY STAR Frequently Asked Questions (FAQ) should be used where applicable to ensure customers get consistent answers.
- Make recommendations, where applicable, for how to find additional materials and information available on [www.energystar.gov](http://www.energystar.gov).
- Make minor updates to the Frequently Asked Question database (Right Now system) including fixing typos, fixing hyperlinks, and copying the "question" into the subject area if it has been forgotten. These minor updates would be infrequent, not to exceed 15 minutes per week.
- Respond to partner requests for logo access and /or MESA (My ENERGY STAR Account) user-names and passwords.

The Contractor shall maintain a current list of technical subject-matter experts within EPA (including EPA Regions and Contractors) to consult when researching answers to technical questions, or for forwarding to subject-matter experts. The Contractor shall also maintain a current list of individuals and offices to which callers may be referred for responses to misdirected, legal, or highly technical questions. This list shall include EPA staff, other federal agencies, state and local governments, other Hotlines and information services.

To minimize the impact of recent significant call & email volume increase due to tax credits (in the 2009 American Recovery and Reinvestment Act), the Contractor shall implement a "Please Call" policy. Because answering a question on the phone is significantly less costly than responding by email, all unique tax credit questions should be handled on the phone. All email questions on tax credits (that do not already have an FAQ), will get an email response email asking them to "please call" the Hotline to discuss.

All inquiries from the press and Congress, except that seeking general background information about the program, shall be referred to the ENERGY STAR Communications Director.

ALL RESPONSES SHALL CONTAIN EPA APPROVED INFORMATION. AT NO TIME SHALL THE Contractor STAFF RESPOND WITH OPINIONS, WHETHER THEY BE THE PERSONAL OPINIONS OF THE Contractor STAFF MEMBERS, THE OPINIONS OF THE Contractor AS A CORPORATE ENTITY, OR THE PERSONAL OPINIONS OF GOVERNMENT OFFICIALS OR REPRESENTATIVES WHO HAVE ASSISTED IN PROVIDING THE RESPONSE. Contractor STAFF SHALL BE ESPECIALLY ALERT TO ENSURE THAT OPINIONS CONCERNING EPA POLICY AND POLICY INTERPRETATIONS OF REGULATIONS ARE NOT A PART OF ANY RESPONSE TO PERSONS SEEKING ASSISTANCE. QUESTIONS IN THIS REGARD SHOULD BE ADDRESSED TO THE GOVERNMENT CONTRACT ADMINISTRATOR OR TECHNICAL REPRESENTATIVE.

#### **TASK 4. SUPPORT FOR CONFERENCES AND TRADE SHOWS (CTS)**

EPA attends numerous trade shows and conferences in order to increase awareness of ENERGY STAR programs. We have multiple booths - nine of which are housed at the Hotline (see Appendix B). The Contractor shall facilitate



shipping these ENERGY STAR Exhibit Booths to these meetings. **Requests should come through an email address ([booths@energystar.gov](mailto:booths@energystar.gov)) That will be forwarded directly to the Contractor.**

The Contractor shall maintain the information of all ENERGY STAR equipment, including when it is scheduled to leave, where it is going, and when it is due back. All equipment shall be insured for its full value when being shipped. The Contractor shall communicate with all parties involved with the event to maintain information flow.

- The Contractor shall reconcile equipment and materials returned to the Hotline from events. Upon return, the Contractor shall inspect all items for damage and ensure that all parts have been returned. All missing items shall be immediately reported to the EPA COR or TM. If any damage is found due to shipping negligence, the Contractor shall prepare a claim against the shipper. Upon return of the booth to the Hotline, the Contractor shall remove all courier stickers (such as UPS or FEDEX labels), from the outside containers and perform routine maintenance (i.e. cleaning) on the booth. The Contractor shall notify the EPA COR when additional replacement materials (such as light bulbs or extension cords) are needed.

The Contractor shall report to EPA on past, present and future planned events and what equipment and materials are associated with each.

The Contractor shall mail the booths at their expense. Any shipments over the estimated quantity will be billed to the government.

#### **TASK 5. SUPPORT FOR MAILING OUT ENERGY STAR BUILDING PLAQUES**

EPA awards the ENERGY STAR building label for superior energy performance to buildings that score a 75% or higher using EPA's energy performance rating system (Portfolio Manager). Upon notification that EPA has approved a label application, the Contractor will mail the following to the "Mail Plaque To" Contact:

- plaque with 4 screws **and mounting instructions**
- \* **decals**
- original Congratulations Letter
- original Certificate of Achievement (in color)
- original Statement of Energy Performance (SEP)
- \* **two marketing pieces**

The Contractor will mail the following to EPA:

- copy of the SEP
- original Letter of Agreement
- copy of the Congratulations Letter
- copy of the Certificate.

The Contractor shall provide a plaque inventory status, via email, to EPA every Monday. As needed, the Contractor shall also participate in a weekly phone call with EPA and other contractors.

The Contractor shall mail the plaques at their expense. Any shipments over the estimated quantity will be billed to the government.

**TASK 6. MONTHLY REPORTS**

The Contractor shall deliver a monthly report to quantify and qualify all ENERGY STAR Hotline activity. The Contractor shall track and report Hotline activity by program and appropriate program subcategories. The Contractor shall track the content of the phone calls and emails to provide the EPA COR with detailed information that the public is requesting. This information shall be useful in helping program administrators to improve program content. The monthly report shall include the following information:

- Number of calls received and answered
- Number of times all lines were busy
- Average Length of calls
- Time waiting in queue
- Abandoned calls while on hold
- Category of inquiry with detail
- Number of Spanish callers and emails
- Number of Complaints - with detailed information about each complaint, and how it was resolved.
- Draft FAQs of any repeat questions that are not currently in the ENERGY STAR FAQ system, or suggest modifications to current FAQs (average 2 draft FAQs per month)
- Number of questions referred to EPA and Contractor staff
- Number of ENERGY STAR building plaques mailed
- Number of Exhibit Booth mailed out, and which ENERGY STAR branch sponsored the booth.

**TASK 7. Welcome Aboard Packages for the Commercial and Industrial Branch**

The Contractor shall send out "Welcome Aboard Kits" to new ENERGY STAR Commercial and Industrial partners. It is anticipated that there will be about 400 new partners per year and approximately 1,000 kits will be mailed out.

EPA will design the kit which will consist of a letter and other materials. There will be a generic kit, and potentially sector-specific materials. EPA will provide samples of the generic kit as well as two **color** inserts and any sector-specific materials. EPA will provide a PDF file of the welcome letter. The Contractor will make black and white copies of the welcome letter.

EPA will supply the envelopes, mailing labels and return address labels. In addition, EPA will supply a mailing list in MS Excel on a weekly basis. The contractor shall generate address labels from the Excel file, insert the appropriate materials and mail kits on a weekly basis via regular U.S. mail.

The mailing shall be completed within no more than two days of receipt of mailing list. The contractor shall provide EPA with a weekly Excel file of the kit mail outs.

**Deliverable:**

The Monthly Report shall be delivered by the tenth (10th) day of the next month.

**INCREASED WORKLOAD OPTION**

When ordered by the Government, through issuance of contract modification, the Contractor shall provide the following:

- 1) Call Volume - the Contractor shall provide additional resources to respond to an increased call load for a short period of time, and;
- 2) Special Tasks - the Contractor shall provide additional resources to complete special projects in direct support of providing ENERGY STAR-related information.

**Appendix A: PERFORMANCE STANDARDS, MEASUREMENTS AND INCENTIVES**

Contractor shall be evaluated against the performance standards at the end of each month. At the end of every six (6) months, the contractor shall receive payment for incentive awards or provide reimbursement for penalties. Payments shall be invoiced as a separate line item. Reimbursements shall be credited or deducted from current non-fixed price charges (i.e. shipping charges). If there are no penalties to credit against, COR has the discretion to allow reimbursements to be credited towards future incentives/charges.

**Performance Standard #1: Information Accuracy and Consistency**

Responses provided to the public must be accurate, appropriate, complete and courteous. Responses must use proper grammar, spelling, and be free of typos. Answers must be direct, and answered where possible, in the first sentence of the reply. Answers to similar questions must be consistent. Responses to inquiries shall be based on and consistent with EPA-approved materials maintained by the Contractor. The Contractor shall ensure that: incoming questions are understood and clarified, appropriate background is provided so that customers can understand the answer, the level of detail provided is appropriate to the customers needs, the technical information is correct and sources are correctly cited, referrals are made when appropriate, sources of further information are correctly identified, and appropriate documents are

identified.

**Performance Measurement #1 Information Accuracy and Consistency**

The Government will conduct random test calls and review Contractor-generated email correspondence to analyze for accuracy and consistency of information.

**Performance Incentive #1: Information Accuracy and Consistency**

The Contractor will receive an incentive payment as applied to their fixed monthly payment if random sampling determines that over a certain percentage (see table below) of information provided was accurate and consistent with ENERGY STAR FAQs, Web content, and response guidance.

Incentive Amount	Measurement
3%	97% or higher
2%	96%
1%	95%

The Contractor will receive a penalty as applied to their fixed monthly payment if random sampling determines that a certain percentage (see table below) of information provided was inaccurate and/or inconsistent with ENERGY STAR FAQs, Web content or response guidance.

Penalty Amount	Measurement
-1%	90%
-2%	87%
-3%	85% or lower

**Performance Standard #2 Average Answering Speed (ASA) and Hotline Access**

All calls shall be answered within the designated operating hours and the Hotline shall be operated continuously during performance of this contract. The average speed of answering (ASA) shall be within 60 seconds for at least

85% of the callers who wish to access technical staff if selecting the option to reach an Information Specialist.

The Contractor shall ensure that a standard P.85 grade of service or better is maintained for all incoming calls. (P.85 grade is defined as 15 people out of 100 during a given day would receive a busy signal because of insufficient line capacity.)

**Performance Measurement #2 Average Answering Speed (ASA) and Hotline Access**

The Government will review Contractor-generated monthly reports for call data to analyze trends.

**Performance Incentive #2 Average Answering Speed (ASA) and Hotline Access**

Positive performance would contribute to a positive rating on the annual contractor performance review. Negative performance would contribute to a negative rating on the annual contract review.

**Performance Standard #3 Timely Plaque and Booth Distribution**

The Contractor shall maintain a system for timely and accurate plaque and booth distribution.

**Performance Measurement #3 Timely Plaque and Booth Distribution**

The Government will review the Contractor's monthly distribution reports to determine acceptability of distribution services.

**Performance Incentive #3 Timely Plaque and Booth Distribution**

Positive performance would contribute to a positive rating on the annual contractor performance review. Negative performance would contribute to a negative rating on the annual contract review.

**Performance Standard #4 Timely Responses/Status Updates**

All telephone inquiries shall be promptly addressed during normal operating hours. All emails and letters shall also be answered within 24 hours. All inquiries requiring additional research and/or approval of an answer by EPA shall receive a response - either status or answer - within 24 hours.

**Performance Measurement #4 Timely Responses/Status Updates**

The Government will review the Contractor's monthly reports to determine acceptability.

**Performance Incentive #4 Timely Responses/Status Updates**

Positive performance would contribute to a positive rating on the annual contractor performance review. Negative performance would contribute to a negative rating on the annual contract review.

Appendix B - List of Booths managed by the ENERGY STAR Hotline:

1. LOHAS Booth
2. Products Booth (old, should be replaced soon)
3. New Homes - Consumer Booth, 2007, Size: 7 1/2' x 9'
4. New Homes - Builder, 2007, Size: 7 1/2' x 9'
5. Home Performance Booth - 2008 - Size: 7 1/2' x 9'
6. HPwES Banner
7. New Homes Banner
8. C&I 10x10 Booth - 4 panel booth. One panel can be alternated depending on audience. "Many different buildings...." or "Many different facilities ... " (shown here)
9. C&I Table Top Booth - Size: Size: 3'x 5'

ATTACHMENT 2

SBA 8(A) REQUIREMENTS

**Special Small Business Administration Requirements for 8(a) Contracts**

In accordance with the Partnership Agreement with the SBA and EPA, the following is incorporated into the contract:

1. Novation agreements submitted by the 8(a) participant must obtain SBA's approval.
2. Advance notice to SBA (as the prime contractor) is required prior to issuance of the final notice terminating the contract in whole or in part.
3. The prime contractor on this contract is SBA. The servicing SBA office is:

Small Business Administration  
Washington D.C. District Office  
740 15<sup>th</sup> St. NW, Suite 300  
Washington, D.C. 20005-3544